

Invitation to Bid

HCSD Administration		LSU Health Sciences Center	BIDS WILL BE PUBLICLY OPENED:	
VENDOR NO. : SOLICITATION : 000145 OPENING DATE : 07/08/2011			July 08, 2011	02:00 PM
		Return Bid In Envelope/Labels Provided to: Purchasing Department Kirby Smith Hall - 11th Floor LSU Main Campus (BRLA 70803) PO Box 91308 Baton Rouge LA 70821-1308 BUYER : Bond, Derick D BUYER PHONE : 225/925-7419 DATE ISSUED : 05/24/2011 REQ. NO : FISCAL YEAR : 0		
BACKGROUND CHECK / SCREENING				
INSTRUCTIONS TO BIDDERS				
<ol style="list-style-type: none">1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.2. FILL IN ALL BLANK SPACES.3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS				
BY SIGNING THIS BID, THE BIDDER CERTIFIES:				
<ul style="list-style-type: none">* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.				
THE BIDDER FURTHER CERTIFIES:				
<ul style="list-style-type: none">* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.				
VENDOR PHONE NUMBER:		TITLE	DATE	
FAX NUMBER:				
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)		

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<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

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<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19. NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20. CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21. DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23. APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24. EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.</p> <p>25. SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26. IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

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ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

27. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.

28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.

29. ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.

30. PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____
 SPECIFY THE LINE NUMBER (S) _____
 SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____
 (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)
 DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____
 IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____
 FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.
 PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

31. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

31.1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR

31.2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR

31.3. AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.

32. CODE OF CONDUCT

32.1. THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET

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<p>FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.</p> <p>32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.</p> <p>32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.</p> <p>32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.</p> <p>32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.</p> <p>32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.</p> <p>32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.</p> <p>32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.</p> <p>32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.</p> <p>32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.</p> <p>32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.</p> <p>32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.</p> <p style="padding-left: 40px;">HCSD COMPLIANCE OFFICE 225-922-0572</p> <p style="padding-left: 80px;">COMPLIANCE ACCESS LINE AT 1- 800-735-1185.</p> <p>32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.</p> <p>32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT</p> <p style="padding-left: 40px;">HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.</p> <p>33. CORPORATE BUSINESS INTEREST</p> <p>33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION</p>	

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<p>SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.</p> <p>33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCS PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCS PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.</p> <p>33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCS.</p> <p>WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST, WHEN REQUESTED. A SAMPLE OF OUR CURRENT BUSINESS ASSOCIATE ADDENDUM CAN BE FOUND ON THE HCS WEB SITE AT: HTTP://WEBDEV.LSUHSC.EDU/HCSD/HIPAA/.</p>	

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<p>THE LSU HEALTH SYSTEM WILL BE ACCEPTING BIDS FOR A SUCCESSFUL VENDOR TO PERFORM EMPLOYEE BACKGROUND CHECKS / SCREENING SERVICES IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS AS OUTLINED WITHIN THIS SOLICITATION.</p> <p>A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON JUNE 23, 2011, AT THE EARL K. LONG NORTH BATON ROUGE CLINIC CONFERENCE ROOM, 5439 AIRLINE HIGHWAY, BATON ROUGE, LA 70805, BEGINNING AT 10:00AM, CDT. VENDORS MAY CONTACT DERICK BOND AT 224-925-7419 FOR MORE INFORMATION. ONLY THOSE VENDORS IN ATTENDANCE WILL BE ALLOWED TO BID ON THIS PROJECT.</p> <p>SEE ATTACHED SPECIFICATIONS.</p> <p>SCOPE OF WORK - PROJECT WILL BE INCLUSIVE OF ALL LABOR, MATERIALS, EQUIPMENT, PARTS, SUPERVISION, FREIGHT/ SHIPPING, INSURANCE, PERMITS AND OR ANY OTHER MISCELLANEOUS CHARGES SEEN OR UNSEEN TO PRODUCE A COMPLETED SERVICE ACCEPTABLE TO THE AGENCY.</p> <p>VENDOR SHALL BE RESPONSIBLE FOR SUPERVISION OF COMPANY STAFF OR SUB-CONTRACTOR STAFF, CERTIFICATION WHERE REQUIRED BY INDUSTRY STANDARDS, INDUSTRY CODES, STATE AND FEDERAL CODES AND/OR REQUIREMENTS, REGULATIONS BY STATE OR FEDERAL.</p> <p>IF IT IS DISCOVERED THAT ADDITIONAL WORK IS REQUIRED OUTSIDE THE SCOPE OF THIS JOB. IT WILL ONLY BE APPROVED WITH AUTHORIZATION FROM LSUHCS, AND EXECUTED ONLY BY WRITTEN PURCHASE ORDER AND/OR CHANGE ORDER.</p> <p>•</p> <p>THIS BID WILL BE ALL OR NONE.</p> <p>CONTRACT TERM. CONTRACT WILL BE EFFECTIVE FROM THE DATE OF AWARD UNTIL JUNE 30TH, 2012. AT THE OPTION OF LSUHCS AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. CONTRACT NOT TO EXCEED THIRTY-SIX (36) MONTHS.</p> <p>SERVICE MUST BE SATISFACTORY; OTHERWISE, CONTRACT WILL BE CANCELLED UPON WRITTEN NOTICE FROM LSUHCS THIRTY (30) DAYS BEFORE DISCONTINUANCE OF SERVICE.</p> <p>THE QUANTITIES LISTED ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY LSUHCS TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.</p> <p>LINE ITEMS TWO (2) THRU EIGHT (8) HAVE BEEN ASSIGNED A UNIT MEASURE QUANTITY OF ONE (1) EACH. AS THE EXACT AMOUNT FOR EITHER OF THESE LINES IS UNKNOWN, THE BID PRICE SUBMITTED FOR EACH LINE WILL REPRESENT THE COST TO PROVIDE SERVICE ON AN AS NEEDED BASIS FOR WHATEVER QUANTITY REQUESTED.</p> <p>•</p> <p>DELIVERY OF BIDS:</p> <p>BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL</p>	

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<p>LOCATION.</p> <p>BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:</p> <p>LSU- HEALTH CARE SERVICES DIVISION P.O. BOX 91308 BATON ROUGE, LA. 70821-1308</p> <p>BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AT:</p> <p>LSU MAIN CAMPUS KIRBY SMITH HALL, 1ST FLOOR BATON ROUGE, LA. 70803 ATTN: PURCHASING - DERICK BOND / MELISSA KNOX</p> <p>BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT IT'S COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. LSUHCS PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE PROPOSER'S CHOSEN MEANS OF PROPOSAL DELIVERY.</p> <p>BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF IT'S PROPOSAL. FAILURE TO MEET THE BID OPENING DATE AND TIME SHALL RESULT IN REJECTION OF THE BID.</p> <p>BIDS MUST BE RECEIVED IN KIRBY SMITH HALL AT THE DESIGNATED BID OPENING TIME AND DATE FOR THIS SOLICITATION.</p> <p>*</p> <p>SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF LSUHCS MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>_____</p> <p>BIDDER MUST SIGN IN INK</p> <p>FILE# DB 7041 11</p>	

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UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description			Unit Price	Extended Amount
1	TO PROVIDE BACKGROUND CHECKS FOR ACTIVE AND POTENTIAL EMPLOYEES OF THE LSU HEALTH SYSTEM. Specify brand, model bid(if applicable) _____	1,500.00	EA		
2	CRIMINAL HISTORY SEARCH, NATIONAL SEX OFFENDER REGISTRY SEARCH, AND SOCIAL SECURITY NUMBER VERIFICATION SEARCH. SOCIAL SECURITY VERIFICATION ONLY Specify brand, model bid(if applicable) _____	1.00	EA		
3	PERFORMED ON AN "AS NEEDED BASIS " AND AT AN INDIVIDUAL PRICE PER SEARCH. FEDERAL CRIMINAL RECORD SEARCH ONLY Specify brand, model bid(if applicable) _____	1.00	EA		
4	PERFORMED ON AN "AS NEEDED BASIS " AND AT AN INDIVIDUAL PRICE PER SEARCH. INTERNATIONAL CRIMINAL HISTORY SEARCH Specify brand, model bid(if applicable) _____	1.00	EA		
5	PERFORMED ON AN "AS NEEDED BASIS " AND AT AN INDIVIDUAL PRICE PER SEARCH. NATIONAL SEX OFFENDER REGISTRY SEARCH ONLY Specify brand, model bid(if applicable) _____	1.00	EA		
6	PERFORMED ON AN "AS NEEDED BASIS " AND AT AN INDIVIDUAL PRICE PER SEARCH. STATE AND / OR PARISHES / COUNTIES CRIMINAL SEARCH ONLY Specify brand, model bid(if applicable) _____	1.00	EA		

Invitation to Bid

PRICE SHEET		Page 10 of 10			
NUMBER : 000145 OPEN DATE : 07/08/2011 TIME: 02:00 PM		BIDDER:			
UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description			Unit Price	Extended Amount
7	<p>PERFORMED ON AN "AS NEEDED BASIS " AND AT AN INDIVIDUAL PRICE PER SEARCH. COUNTY / PARISH CIVIL COURT RECORD SEARCH</p> <p>Specify brand, model bid(if applicable)</p> <hr style="width: 30%; margin-left: 0;"/>	1.00	EA		
8	<p>PERFORMED ON AN "AS NEEDED BASIS " AND AT AN INDIVIDUAL PRICE PER SEARCH. FEDERAL CIVIL RECORDS SEARCH</p> <p>Specify brand, model bid(if applicable)</p> <hr style="width: 30%; margin-left: 0;"/> <p>PERFORMED ON AN "AS NEEDED BASIS " AND AT AN INDIVIDUAL PRICE PER SEARCH.</p> <p>A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON JUNE 23, 2011, AT THE EARL K. LONG NORTH BATON ROUGE CLINC CONFERENCE ROOM, 5439 AIRLINE HIGHWAY, BATON ROUGE, LA 70805, BEGINNING AT 10:00AM, CDT. VENDORS MAY CONTACT DERICK BOND AT 224-925-7419 FOR MORE INFORMATION. ONLY THOSE VENDORS IN ATTENDANCE WILL BE ALLOWED TO BID ON THIS PROJECT.</p>	1.00	EA		

SPECIFICATIONS FOR EMPLOYEE BACKGROUND CHECKS
FOR LSU — HEALTH CARE SERVICES DIVISION

1. Introduction:

1.1 The State of Louisiana has a public hospital system operated by the Louisiana State University (LSU) Health System. The LSU Health System is comprised of ten (10) acute care public hospitals located throughout the State of Louisiana and their associated clinics along with two (2) Health Sciences Centers.

1.2 The LSU Health System has three distinct institutions; The Health Sciences Center, New Orleans; the Health Sciences Center, Shreveport ;and the Health Care Services Division (HCSD). In addition to its ten (10) public inpatient facilities, LSU Health operates over five hundred (500) clinics statewide and employs approximately sixteen thousand (16,000) employees.

1.3 LSU Health Care Services Division (HCSD) includes the LSU HCSD Headquarters; the Earl K. Long Medical Center in Baton Rouge; Lallie Kemp Medical Center in Independence; Walter O. Moss Medical Center in Lake Charles; LSU Bogalusa Medical Center; Interim LSU Public Hospital a/k/a Medical Center of Louisiana at New Orleans; University Medical Center in Lafayette; and Leonard J. Chabert Medical Center in Houma.

1.4 LSU Health Sciences Center New Orleans (LSUHSC-New Orleans) includes the School of Medicine; School of Dentistry; School of Nursing; School of Allied Health Professions; School of Graduate Studies; and the School of Public Health.

1.5 LSU Health Sciences Center Shreveport (LSUHSC-Shreveport) includes the School of Medicine; School of Allied Health Professions; School of Graduate Studies; LSU Hospital Shreveport; E.A. Conway Medical Center in Monroe; and the Huey P. Long Medical Center in Pineville.

1.6 This Invitation for Bid is for employee background checks to be provided for the seven hospitals managed by LSU Health Care Services Division (LSU-HCSD), and LSU-HCSD headquarters. The LSU Health System reserves the right to add the hospitals managed by LSU Health Sciences Center – Shreveport, and other entities managed by the LSU Health System if it is determined to be in the best interest of the State and at the same prices, terms and conditions.

1.7 HCSD is seeking a single vendor to provide background checks for designated active employees and potential employees of HCSD in accordance

with the terms, conditions, and specifications described herein. Said background checks will be via a secure web-based portal.

1.8 For the purposes of this document, the terms "vendor", "bidder" and "contractor" are interchangeable. The words "must", "will", and "shall" denote a mandatory requirement. The word "should" or "may" denotes a preference, but not a mandatory requirement. The words "contract" or "purchase order" or "agreement" are interchangeable. Failure to comply with mandatory requirements will result in bid disqualification.

1.9 This contract will be awarded to the bidder that has the greatest number of lowest prices per line item. The award will be all or nothing. The award will not be split between vendors.

2. Experience and References Requirements for Bidders:

2.1 Bidders must have a minimum of five (5) years successful experience performing criminal background checks for the employees and potential employees of companies employing over seven hundred (700) employees within and/or outside the State of Louisiana. Documentation of the minimum of five (5) years experience shall be provided with bid. Proof shall include one or more of the following documents: incorporation documents, licenses, copies of related contracts, or other official documentation of the length of time bidders have been in existence. If transfer of ownership has occurred within the last five (5) years, official documentation shall be provided with bid.

2.2 Bidders shall provide letters of reference from three (3) customers with whom they have existing contractual arrangements for related background check services and the names of three (3) customers with whom their services for background check services were terminated, with or without cause, during the past three (3) years or provide an attestation that no such clients exist. References for both current and/or former customers shall include the name, address, e-mail and telephone number of each contact person. These documents shall be submitted as part of the bid response.

2.3 Bidders must provide evidence that it is a member in good standing with the National Association of Professional Background Screeners. Documentation of its standing shall be provided with bid response.

3. Effective Date and Term:

3.1 This contract will be effective from date of award and will continue until June 30, 2012, the base period. At the option of HCSD and acceptance by the contractor, this contract may be extended for additional twelve (12) month periods according to the terms, conditions and prices specified herein, not to exceed thirty-six (36) months. This contract may be terminated by either party

upon giving thirty (30) days advance written notice to the other party but in no case shall continue beyond the specified termination date.

3.2 A purchase order or contract issued to selected bidder will be approved subject to appropriation of funds. No other document will be issued. The Invitation for Bid and the purchase order/contract will constitute the entire contract between the parties. In the event of a dispute, the terms of the Invitation for Bid will be controlling.

4. Scope of Work:

4.1 Successful vendor shall conduct various types of background checks via a secure web-based portal, on all candidates for hire and designated active employees. HCSD Human Resources representatives shall provide the required data on each candidate for hire and designated active employees (name, date of birth, current address and social security number) via a secure web-based portal.

4.2 Successful vendor shall provide its normal legal waiver form to be used as consent form by prospective/active employees having background checks performed. Waiver form shall be provided to HCSD with the bid response. If, after review by HCSD legal counsel, it is determined that changes must be made to the waiver form, vendor shall not withhold consent and amend its forms accordingly.

4.3 Types of Searches: Sections 4.3.1, 4.3.2 and 4.3.3 shall be performed as a "bundle" and will be priced as one item in the bid response.

4.3.1 Criminal History Search: A criminal history search of countries (**by request**), states and/or parishes/counties that the candidate for hire or designated employee has worked and resided within the last seven (7) years shall be conducted. All felony convictions, misdemeanor convictions, and related activity on record shall be reported to the HCSD electronically through a secure web based portal. Previous locations of residence may be used to determine jurisdictions for criminal record searches. **The criminal history search will also include federal courts. Searches shall be 100% in person, real-time court searches in any U.S. County/Parish, Puerto Rico, the U.S. Virgin Islands, and Guam. All felony convictions, misdemeanor convictions, and related activity on record will be reported to the HCSD through a secure web based portal.**

4.3.2 National Sex Offender Registry Search: For all candidates for hire and designated employees, a search of the National Sex Offender Registry will be conducted. Any activity on this database shall be reported to HCSD through a secure web based portal.

4.3.3 Social Security Number Verification: A verification of social security number (SSN) will be obtained on all candidates for hire. This check may reveal use of multiple SSNs and/or aliases, (a/k/a), also known as, which shall be provided to HCSD through a secure web based portal. Criminal records shall be searched using a/k/a found.

4.3.4 Additional searches to be performed at the request of HCSD on an "as needed" basis and at an individual price per search shall include:

- 4.3.4.1 Social Security Verification Only
- 4.3.4.2 Federal Criminal Record Search Only
- 4.3.4.3 International Criminal History Search Only
- 4.3.4.4 National Sex Offender Registry Search Only
- 4.3.4.5 State and/or parishes/counties criminal search Only
- 4.3.4.6 County/Parish Civil Court Record Search Only
- 4.3.4.7 Federal Civil Record Search Only

4.3.5 The Contractor will use its own resources to obtain the above information. The contractor will keep abreast of the most current legal information to ensure compliance with state and federal laws. HCSD expects the contractor to provide the results of the search. HCSD does not want to be the provider of or searcher for any other information except the information indicated in 4.1.

4.3.6 All quantities referred to herein are estimates based on past experience. In the event a greater or lesser quantity is required, the right is reserved by HCSD to increase or decrease the amount at the unit price stated in the bid. Approximately 1,500 background checks will be performed each year and the checks listed in Section 4.3.4 on an as-needed basis.

4.3.7 The contractor shall have sufficient staff to enable adequate turnaround time for submitted inquiries. The turnaround time for each inquiry to have posted results shall be between three (3), but no more than five (5) calendar days.

4.3.8 The contractor shall have a dedicated account manager to provide support services as needed to HCSD. The account manager must be available during normal business hours of 8:00 am, CST and CDT, to 5:00 pm, CST and CDT.

4.3.9 The contractor shall submit all reports in a printable electronic format compatible with HCSD information systems. The Contractor shall communicate the background check status to designated HCSD Human Resources representatives by posting reports on a secured web based portal within three (3) to five (5) working days. Additionally, an Executive Summary Report and turnaround report will be provided to HCSD at the end of each month. Designated HCSD Human Resources representatives shall require access to the web site to monitor progress, check records, retrieve records and reports and obtain monthly invoices submitted for performance and payment.

4.3.10 All staff personnel must have at a minimum: 6 months of experience in background checks as appropriate for the job task to be performed; and documented training in confidentiality requirements and federal and state requirements. Contractor shall make compliance documents available to HCSD upon request within 14 calendar days of such request.

4.3.10 The contractor must have safeguards in place to insure that background information, including criminal information, is accurate before it is released to HCSD. This information shall include security procedures and protocol. Contractor shall supply this information with the bid response.

5. Penalties:

5.1 In the event the contractor fails to meet the performance standards specified within the contract, the penalties defined below may be assessed. If assessed, the penalties will be used to reduce HCSD's payments to the contractor or if the penalties exceed amounts due from the HCSD, the contractor will be required to make cash payments for the amount in excess.

5.1.1 Qualified personnel not available to perform background checks for more than three (3) business days - \$1,000 per occurrence

5.1.2 Completed background checks not posted to web based portal within five (5) calendar days – \$1,000 per occurrence

5.1.3 Incomplete or erroneous information returned on background check - \$5,000 per occurrence

5.2 The decision to impose penalties may include consideration of some or all of the following factors:

5.2.1 The duration of the violation;

5.2.2 Whether the violation (or one that is substantially similar) has previously occurred;

5.2.3 The contractor's history of compliance;

5.2.4 The severity of the violation and whether it imposes an immediate threat to the health or safety of patients;

5.2.5 The "good faith" exercised by the contractor in attempting to stay in compliance.

6. Fraud and Abuse:

6.1 The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities of contractor's staff personnel and/or subcontractor's staff personnel. Any such fraud and/or abuse activities shall be reported to HCSD within 14 calendar days of such discovery.

6.2 Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

7. Technical Requirements:

7.1 Vendor will be required to ensure that its staff is capable of working with any software package required by HCSD to collect, store and report data as well as to produce word processing, spreadsheet, and graphic documents. Contractor's hardware and/or software shall be capable of successfully performing all job requirements, including appropriate firewalls for internet security and compliant with HCSD procedural safeguards for confidential information. The contractor shall comply with Louisiana State Division of Administration/Office of Information Technology standards and guidelines related to systems development, migrations, software distribution, security, and networking. These standards can be found at the following link:
<http://lsuhospitals.org/policies/7700-information%20security.html>

8. Subcontracting:

8.1 HCSD requires a single contractor, and that contractor is responsible for all contractual deliverables as well as the acts and liabilities created by personnel or subcontractors providing products or services as part of the contractor's bid response. The contractor is required to assume responsibility for all products and services whether or not provided by the contractor. HCSD shall consider the contractor to be the sole point of contact with regard to the provision of services, including payment of any and all charges resulting from the purchase order.

8.2 However, this general requirement notwithstanding, the contractor may enter into subcontractor arrangements. Each subcontractor will be guaranteed by the contractor to meet all the terms and conditions of the contract, including insurance and indemnification requirements.

8.2.1 The subcontractor(s) will provide a written commitment to accept all contract provisions to contractor and to LSU HCSD upon request within 14 calendar days.

8.2.2 The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract to contractor and to LSU HCSD upon request within 14 calendar days.

9. Insurance Requirements:

9.1 Compensation insurance, public liability and property damage insurance, as outlined below, are required in this bid. Proof of insurance should be supplied with the bid or prior to awarding/commencement of contract.

9.2 Contractor's liability insurance: Insurance coverage specified below shall be furnished with the following minimum limits:

9.2.1 Compensation insurance: the contractor and subcontractors shall take and maintain during the life of the contract workman's compensation insurance for all of their employees employed at the site of the project. In case any class of employees are engaged in hazardous work under the workman's compensation statute, the contractor and subcontractor shall provide employer's liability insurance for the protection of their employees not otherwise protected.

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

9.2.2 Public liability and property damage insurance: comprehensive public general liability insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, defamation, slander, libel, completed operations and owner's protective liability with combined single limits of \$1,000,000 per occurrence with a minimum aggregate of \$2,000,000.

9.2.3 Licensed and non-licensed motor vehicles: the contractor

shall take out and maintain during the life of the contract, automobile public liability insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to be performed thereunder, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in the insurance specified.

9.2.4 Subcontractor's Insurance: The Contractor shall include all subcontractors as additional insureds under its policies or shall have available for inspection by HCSD separate certificates of insurance for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

10. HCSD Resources Available to Contractor:

10.1 Provide to Contractor by HCSD entry into Contractor's secure web based portal, the appropriate information required to initiate background checks.

10.2 Provide timely access to HCSD staff and documentation as needed to provide information for successful job performance.

10.3 Provide timely reviews of submitted work and approve invoices when completion criteria are met.

10.4 Review any work plans, forms, documents, and reports as related to services being provided.

10.5 HCSD shall have an assigned staff member who will be responsible for primary oversight of the contract. This individual will discuss progress of activities, any problems identified, and any other items of interest with Contractor's designated representative.

11. Confidentiality and Security:

11.1 When applicable, and if necessary to comply with the HIPAA privacy rule, the successful vendor will be required to execute our Business Associate Addendum, which must be returned within ten (10) days after request, when requested. A sample of our current business associate addendum can be found on the HCSD web site at: <http://webdev.lsuohsc.edu/hcsd/hipaa/>.

11.2 Any disclosure of confidential information or removal of state property by contractor or contractor's employees shall be cause for immediate cancellation. Any liability, including, but not limited to, attorney's fees or court

costs, arising from any action or suit brought against the State of Louisiana or HCSD because of contractor's release of information, defamation, documents, or property shall be the responsibility of contractor.

12. Contact Person and Mailing Address:

12.1 Contractor shall designate one or more persons responsible for contractor's work under this contract and shall provide to the HCSD Director of Human Resources or designee the names, addresses, e-mail, and telephone numbers of such persons. This information is to be kept current at all times.

12.2 All correspondence and notices to HCSD are to reference the purchase order number and shall be deemed effectively given when personally delivered or sent by certified mail, return receipt requested, addressed as follows or via personal delivery service or e-mail to:

12.2.1 HCSD Human Resources Director
Kirby Smith Hall
LSU Main Campus
Baton Rouge, LA 70803
Email: ktowns@lsuhsc.edu

12.2.2 As to contractor:

Address on bid

13. Bid Award:

13.1 The award shall be made by written notice to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. Failure to provide complete and/or accurate information shall be cause for bid rejection.

14. Payment terms:

14.1 There will be no payment in advance. Vendor should submit an electronic monthly invoice to each of the HCSD Business Units (7 Hospitals and Headquarters for a total of 8 invoices) that conforms to the purchase order and /or contract in terms of unit price and quantity or vendor may experience substantial delays in payment. Each invoice shall include sufficient information to identify checks performed and employee name in order to verify correctness of invoice/services prior to payment. Purchase order number or contract number should appear on invoice. Payment will be made in thirty (30) days of receipt of invoice and acceptance of job by HCSD and the hospitals. Information on delivery of invoices will be provided to the successful bidder.

15. Prices Quoted:

15.1 Prices quoted shall be complete so as to cover every cost, including labor and supervision, expense, fee or charge incurred by bidder in performance of the contract.

16. Status of Contractor:

16.1 It is acknowledged by the contractor and HCSD that contractor is an "Independent Contractor" and nothing in this Invitation for Bid and subsequent purchase order is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship, or to allow HCSD to exercise control or direction over the matter or method in which contractor performs its responsibilities under this contract. Contractor understands and agrees that for its employees who perform services on the premises of HCSD remain employees of and under the control of contractor.

17. Length of Time Bids to Remain Valid:

17.1 Bids are to remain valid for a period of forty-five (45) days.

18. Mandatory Pre-Bid Conference:

18.1 A pre-bid conference is mandatory and will be held on June 23, 2011, at the Earl K. Long North Baton Rouge Clinic Conference Room, 5439 Airline Highway, Baton Rouge, LA 70805, beginning at 10:00 am., CDT. Vendors may contact Derick Bond at 225-925-7419 for more information